

**Memorandum of Understanding**  
**Between**

**THE STRAND/BRC GROUP, LLC &**  
**ANTARES WALTER WHEELER DRIVE SPE, LLC (ANTARES)**

**And**  
**The Connecticut Department of Transportation (ConnDOT) and CTTRANSIT.**

Whereas Antares has planned and is in the process of constructing major residential and commercial structures in the south end of Stamford, CT known as Harbor Point and,

Whereas Antares recognizes the need to offer transit links from its Harbor Point and the Stamford Transportation Center to reduce vehicular traffic demands and,

Whereas CTTRANSIT operates existing transit services for the ConnDOT in the City of Stamford and,

Whereas Antares and the ConnDOT recognize a coordinated transit system will reduce inefficiency and maximize service and,

Whereas Antares wishes to develop a transit based service (Jitney) for Harbor Point and,

Whereas the Connecticut Department of Transportation and CTTRANSIT wish to undertake providing this service.

Now therefore the parties executing this Memorandum express the following understandings:

1. The Jitney is proposed to be operated to benefit the Stamford Transportation Center and Harbor Point in a manner that attracts ridership.
2. As currently envisioned the Jitney will be operated on a fixed route basis with varying headways which service plan will be developed jointly by Antares and CTTRANSIT. Attachments A, B, and C indicate initially conceived routes for this service.
3. Antares wishes that CTTransit provide vehicles, drivers, management and maintenance services for the Jitney Service.
4. CTTransit shall be compensated for its costs in operating the Jitney including such capital and operating costs as are normally incurred in providing such services.
5. Antares is currently developing Harbor Point on a five year schedule which, due to market conditions, may be extended. The Jitney Service will be phased in consistent with the development of residential housing in Harbor Point. Initially service shall be provided to approximately 340 residential units and operate between the Transportation Center and scheduled stops to Harbor Point.

6. CTTransit will work with Antares in refining operational planning for the Jitney System with targeted inception of the service in July of 2010.
7. Antares will provide CTTransit with periodic updates on its development progress and schedule for service inception.
8. CTTransit will advise Antares of issues or factors affecting service inception. Both parties understand the importance of avoiding delays in inception of the service and will jointly work to resolve issues as they arise.
9. Antares is obligated by its approval from the City of Stamford for development of Harbor Point to place this service in operation prior to occupancy of Harbor Point. CTTransit understands the need to implement planning and work with Antares in meeting these objectives.
10. Antares has indicated to the City of Stamford that the Jitney will operate on an open door policy with scheduled stops and headways of 15 minutes in peak periods and 30 minutes in off peak periods.
11. Preliminary planning has indicated that the full build system will require 5 vehicles and operate between 6:00 AM and 8:00PM. CTTransit will work with Antares in developing final schedules and operating plans.
12. Vehicle procurement will be done by CTTransit understanding that the service will be phased.

Antares will be responsible for either funding directly or securing funding sources for this service. Antares, the City, Regional Agencies and ConnDOT recognize the potential for expansion of this service beyond the level obligated to Antares. It is understood that Antares will be working with the City, SWRPA, ConnDOT and CTTransit in planning for eventual expansion and long term operational and funding responsibilities for this service. CTTransit and ConnDOT understand that in the development of this management plan Antares will be seeking funding opportunities for such ongoing service or expansion of service. Antares is committed to its funding requirements for this service but recognizes the need to establish a permanent management arrangement such as a Transportation Management Association (TMA) or the Harbor Point Infrastructure Improvement District for the long term benefit of the service and the City.

This memorandum of understanding provides the basis for initial planning for this service. The parties will formalize this MOU to an operating agreement at a future time.

THE STRAND/BRC GROUP, LLC

By: Antares Admiral's Wharf, LLC, it's Managing Member

BY :Antares Stamford Waterfront Manager, LLC, it's Manager

BY :Antares Manager Group, LLC, it's Manager

BY: 

NAME: James P. Cabrera

ITS: Manager

Date:

ANTARES WALTER WHEELER DRIVE SPE, LLC

BY :Antares Walter Wheeler Drive, LLC, it's Managing Member

BY :Antares Stamford Waterfront Manager, LLC, it's Manager

BY :Antares Manager Group, LLC, it's Manager

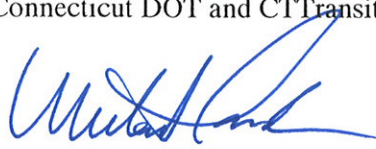
BY: 

NAME: James P. Cabrera

ITS: Manager

Date:

For Connecticut DOT and CTTransit

  
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Michael Sanders  
Transit Administrator

Date: 5/30/08



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**CO**

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